

Chief Storkeeper
 Evap. Maintenance Man
 Marine Electronic Technician
 Engine Utility Reefer Maintenance
 Engine Maintenance
 Ship's Welder/Maintenance

Chief J.E. Pumpman
 J.E. Pumpman
 2nd J.E. Pumpman
 2nd Pumpman Engine Maintenance
 2nd J.E. Pumpman/Engine Maint.
 Chief Ref. Engineer

GROUP II

Deck Engineer
 Engine Utility
 Oiler-Diesel
 Oiler-Steam
 Engine Utility/FOWT
 FOWT/Gateman
 FOWT/Conveyorman
 FOWT/DEMAC

Watertender
 Fireman/Watertender
 Fireman
 Oiler Maintenance/Utility
 Deck Engineer Utility

STEWARD DEPARTMENT

GROUP I (S) RATED MEN

Chief Steward-Passenger
 Chief Steward/Auditor
 Cruise Director
 Steward
 Purser-Assistant Hotel Mgr.
 Purser/Storekeeper
 Medical Department Rep. (MDR)

Second Steward-Passenger
 Steward/Cook
 Steward/Baker
 Second Steward
 Nurse
 Storekeeper

GROUP I-RATED MEN

Chef
 Cook and Baker
 Chief Cook
 Chief Pantryman
 Second Purser
 Sous Chef/Sauce
 Baker Confectioner
 Pantry Larder Cook
 Musicians
 Nurses
 Assistant Cruise Director
 Chief Cabin Steward
 Assistant Butcher
 Assistant Pantry
 Night Pantry
 Second Steward/Storekeeper

Second Cook and Baker
 Butcher
 Chief Baker
 Third Steward
 Third Purser
 Second Baker
 Chief Storekeeper
 Printer
 Head Bartender
 Clerical Staff
 Assistant Baker
 Assistant Storekeeper
 Chief Laundryman
 Stage Manager
 Hostess/Child Recreation

GROUP II

Second Cook
Third Cook
Assistant Cook/Utility

Head Waiter/Wine Steward
Assistant Head Waiter

ENTRY DEPARTMENT-STEWARD

Utility Messman
Waiters
Galley Utility
Beautician/Barber
Bartender/Club Steward
Bartender
Bedroom Steward
Passenger B.R.
Steward Assistant
Laudryman

Messman
General Steward Utility
Deck Steward
Deck/Smoking Room Steward
Porter Utility
Stewardess
Night Steward/Porter
Janitor Utility

ENTRY DEPARTMENT-OTHERS

Ordinary Seaman on Watch
O.S. Watchman
O.S. Deck Maintenance
Wiper

General Utility Deck/Engine
General Utility Deck/Engine Converyorman
General Utility Deck/Engine Gateman
General Vessel Assistant (GVA)

B. A seaman may not change the Department in which he ships without loss of accrued seniority unless he receives permission from the Seafarers Appeals Board. The Seafarers Appeals Board shall grant such permission only upon proof establishing in the sole judgment of the Board that medical reasons warrant the change.

4. Business Hours and Job Calls

A. Except as otherwise provided herein, all Union hiring halls shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m. On Saturdays the Union hiring halls shall be open from 9:00 a.m. until noon. The hiring halls shall be closed on July 4, Christmas Day, New Years Day, Labor Day, and such other Holidays as are determined by the Port Agents. Notice of such additional closings shall be posted on the hiring halls' bulletin boards on the day preceding the Holiday.

B. All jobs shall initially be referred to the Manpower Pool Coordinator in Piney Point, Maryland. The Manpower Pool Coordinator shall then refer the jobs to the port nearest to the vessel's location. When time permits, especially for fly-out jobs, the Company will be given a one day advanced notification of the name, social security number and other pertinent data of the seamen shipped to fill such vacancies.

All jobs referred to the Union hiring halls shall be posted on the shipping board before being announced. Jobs shall be announced at 9:00 a.m., 10:00 a.m., 11:00 a.m., 1:00 p.m., 2:00 p.m. 3:00 p.m. and 4:00 p.m., Monday through Friday. On Saturdays there shall be a job call at 9:00 a.m., 10:00 a.m. and 11:00 a.m. During non-business hours, or in the event of exceptional circumstances, a job may be posted and announced at any time after it is received. Notwithstanding the foregoing, the Port Agent may establish for the Union hiring hall such other regular schedule of daily job calls as may be warranted by the level of

shipping or other circumstances affecting such hiring hall. Such other schedule as may be established, however, shall be in writing and posted on the hiring hall bulletin board.

C. Seamen holding Class "C" seniority rating shall not bid for a job offered pursuant to these Rules until the same has appeared on eight (8) job calls without being taken. If the eighth (8th) job call does not produce a qualified seaman possessing either Class "A" or Class "B" seniority rating, the said job shall be awarded to the seaman possessing Class "C" seniority rating entitled to the same under these Rules. This Rule shall not apply if it would cause a vessel to sail shorthanded or late.

D. (1.) (a) Subject to the arrival and departure of a vessel, except as provided for herein, if a port cannot fill a job with a Class "A" or Class "B" registrant, the job shall be referred back to the Manpower Pool Coordinator, who will then refer the job to other nearby ports. If the job cannot be filled with a qualified Class "A" or Class "B" registrant in other nearby ports, the job shall be referred back to the original port to be shipped as per the applicable provisions of the Shipping Rules. If a seaman has to be shipped from another port, transportation shall be provided by the Company. Any seaman accepting a job under such circumstances who fails to join and sail with the vessel to which he was dispatched must reimburse the Company for any monies advanced as transportation. Such seaman shall thereafter be denied registration and referral to employment until such time as the seaman reimburses the Company for monies advanced, if any, as transportation.

(b) Subject to the arrival and departure of a vessel if a port is unable to fill the job of permanent Bosun, Chief Steward, Steward/Baker, Steward Cook, QMED Pumpman, Chief Pumpman, Engine Maintenance, QMED/Electrician Relief, QMED Electrician and/or Chief Electrician with a qualified or recertified seaman pursuant to the provisions of these Shipping Rules possessing Class "A" seniority at the first job call, the job shall be referred to Manpower. Manpower shall then refer the job to the ports in the same region where the job was originally posted to be filled by a qualified seaman possessing Class "A" seniority. If the job is not filled at one job call, the job will be referred back to the original port to be dispatched in accordance with the Rules. For the purpose specified herein the regions shall be designated as "Atlantic Coast, Great Lakes, Gulf Coast, and West Coast" except, if a recertified individual is already on board, the Company may elect to fill the position with that recertified individual.

(2.) In the event that personnel are required by a cable ship to assist in the repair of a cable break, all jobs requested by the Employer shall be referred by Manpower to the port nearest to where the cable ship involved is located, for one job call only. All jobs not filled on the initial referral shall then be made available by Manpower to all ports simultaneously and offered to those seamen first responding, subject to standard shipping procedures involving qualifications, seniority, date of registration, etc. Transportation in such cases shall be provided by the Employer.

E.. Notwithstanding any other provisions of Rule 4, if the first call of a vacant job classified Entry Department-Others, Entry Department-Steward, Third Cook or Assistant Cook/Utility does not produce a qualified seaman possessing Class "A" or Class "B" seniority, the job shall be referred back to the Manpower Pool Coordinator, Piney Point, Maryland, where the job shall then be offered to the hiring hall in Piney Point. If after the first call of such job it remains open, it shall be referred back to the Manpower Pool Coordinator to be referred to the port from which it was originally offered, to be offered or referred as the case may be in accordance with Rule 4.D. above.

5. Preferences and Priorities

A. Notwithstanding any other provisions to the contrary contained in these Rules, the following preferences shall apply:

(1.) (a) A seaman shipped pursuant to these Rules whose vessel lays up less than fifteen (15) days after his original employment date shall receive back the shipping registration card on which he was shipped, provided the said card has not expired in the interim period.

(b) Seamen accepting temporary employment on cable ships and vessels assigned to a contracted Employer by any Federal Agency for assistance to the military on a limited basis, and whose

employment is terminated before attaining thirty (30) days of employment, shall receive back the registration card on which he was shipped, provided the period of registration has not expired.

(2.) (a) If a laid up ship requires a crew to report for duty aboard a vessel within thirty (30) days following lay-up, the crew members at the time of lay-up shall have priority for all such jobs, provided that such crew members are registered at a Union hiring hall not later than 5 p.m. on the third day following the date of lay-up. If the third day following lay-up is a Sunday or a recognized Holiday in such port, the period in which registration must be completed shall be extended through the next business day. If a laid up ship requires a crew to report within three (3) days or less following the date of lay-up, the crew members at the time of lay-up may register up to and including the date the ship is recrewed. It is the responsibility of the crew members wishing to reclaim their jobs to maintain contact with the Port Agent where registered since such jobs are available to crew members employed at the time of pay off for a limited period of time, but not to exceed twenty-four (24) hours, if available.

(b) Except as provided herein, Class "A" crew members, excluding the designated permanent ratings or trip tour ratings who have been employed two hundred forty (240) days or one (1) round trip, whichever is longer, are not permitted the right to reclaim their jobs under such circumstances.

Class "B" crew members who have been employed one hundred eighty (180) days or one (1) round trip, whichever is longer, are not permitted the right to reclaim their jobs under such circumstances.

Class "C" crew members who have been employed sixty (60) days or one (1) round trip, whichever is longer, are not permitted the right to reclaim their jobs under such circumstances.

(c) As jobs are reclaimed, the Dispatcher shall provide Manpower and the Port Agent where the vessel is laid up with the following information by Facsimile Transmittal (FAX) or e-mail:

Name of Seaman, Rating
Social Security Number, Registration Card Number
Seniority Classification

(d) The period of priority under this Rule shall be extended by the number of days of lay-up resulting from strikes affecting the maritime industry generally or other similar circumstances.

(e) When vessels are laid up in European, Mediterranean and Middle East ports and are scheduled to continue operating in the same area when the vessel is reactivated, the jobs shall be referred to the port of New York. When vessels are laid up in Far East ports and are scheduled to continue operating in the same areas when the vessel is reactivated, the jobs shall be referred to the port of San Francisco. When vessels are laid up in Central and South American ports and are scheduled to continue operating in the same area when the vessel is reactivated, the jobs shall be referred to the port of New Orleans.

However, if at the time of recrewed, the vessel is scheduled to operate in an area other than heretofore specified, the jobs shall be appropriately referred to New York, New Orleans or San Francisco as determined by the area of scheduled operation.

The Manpower Pool Coordinator shall notify all ports that the vessel is recrewed and from which port.

Time allowed for former crew members to reclaim their jobs shall be subject to the vessel's departure, but shall not exceed twenty-four (24) hours.

On vessels laying up in foreign ports, crew members desiring to claim their jobs if the vessel renews within thirty (30) days may register at their home port within three (3) days following the date of lay-up.

Such registration shall remain valid for reshipment at the time the vessel recrews even if the vessel's scheduled area of operation is changed, requiring that the jobs be referred to a port other than the port designated at the time of lay-up.

On newly constructed vessels, the aforementioned geographical areas shall apply.

(f) Seamen reporting to the hiring hall, for purposes of registration as required in (a) and (b) above, shall be considered in compliance if their registration is reasonably delayed due to drug testing or medical procedures.

(3.) Seamen possessing a certificate of satisfactory completion of the Seafarers Harry Lundeberg School of Seamanship entry rating training program shall have priority for jobs over Class "C" personnel.

(4.) (a) Preference for key ratings shall be given to those seamen who possess certificates of recertification in their respective departments.

(b) Except as specifically provided for in these Rules within each class of seniority rating in the Deck Department, priority for the job of Boatswain shall be given to those seamen possessing a certificate of recertification as Boatswain from the Deck Department Recertification Program, and the seaman is registered in Group I, Deck Department Day Workers.

If the local Hiring Hall cannot provide a Recertified Boatswain to fill a vacancy and a Recertified Boatswain is employed aboard in the Deck Department in a rated capacity he may be promoted and Manpower shall fill the vacancy created by such promotion.

If two or more Recertified Boatswains are employed aboard the vessel, the most senior man may be promoted.

In the event there are no such Recertified Boatswains available, priority shall be given to those seamen who have either actual seetime as Able Seamen of at least thirty-six (36) months, or actual seetime in any capacity in the Deck Department of at least seventy-two (72) months, or actual seetime as Boatswain of at least twelve (12) months, in all cases aboard vessels covered by these Rules.

(c) Within each class of seniority rating in the Deck Department, priority for the job of Quartermaster shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the Seafarers Harry Lundeberg School of Seamanship for the rating of Quartermaster, in the event such training is being offered.

(5.) (a) Except as specifically provided for in these Rules within each class of seniority rating in the Engine Department, priority for the job of QMED Electrician and/or Chief Electrician shall be given to those seamen having at least twelve (12) months seetime in the capacity of QMED Electrician and/or Chief Electrician on vessels covered by these Rules.

If there are no qualified seamen available to meet these requirements, priority shall be given to qualified seamen possessing any combination of eighteen (18) months seetime in the capacity of Chief Electrician, QMED Electrician and/or Second Electrician on vessels covered by these Rules.

Upon submission of proof to the Seafarers Appeals Board verifying the seetime requirement specified herein, the seetime seniority identification document shall be stamped, "Certified to Sail as QMED Electrician or Chief Electrician".

(b) Except as specifically provided in these Rules within each class of seniority, priority for the job of QMED Pumpman and/or Chief Pumpman shall be given to those seamen having at least twelve (12 months) of seetime sailing in the capacity of QMED Pumpman and/or Chief Pumpman on vessels covered by these Rules. If there are no qualified seamen available to meet these requirements, then priority shall be given to those qualified seamen possessing any combination of eighteen (18) months

seatime in the capacity of Chief Pumpman, QMED Pumpman and/or 2nd Pumpman on vessels covered by these Rules.

(c) Within each class of seniority rating in the Engine Department, priority for the job of QMED shall be given to those seamen possessing a certificate of satisfactory completion of the advanced course of training by the Seafarers Harry Lundeberg School of Seamanship for the rating of QMED, in the event such training is being offered.

(d) Within each class of seniority rating in the Engine Department, priority for the job of QMED/Electrician Relief shall be given to those seaman possessing a certificate of satisfactory completion of the advanced course of training by the Seafarer's Harry Lundeberg School of Seamanship for the rating of QMED Class I, the Marine Electrical Maintenance, and Refrigerator Container advancement Maintenance Specialty Courses in the event such training is being offered.

In the event no seaman with these qualifications is available priority shall be given to any QMED possessing a certificate of satisfactory completion of the advanced course of training by the Seafarer's Harry Lundeberg School of Seamanship for the Marine Electrical Maintenance, and Refrigerator Container advancement Maintenance Specialty Courses in the event such training is being offered.

In the event no seaman with these qualifications is available the job will be filled pursuant to the procedures provided by these Shipping Rules.

(e) Within each class of seniority rating in the Engine Department, priority for the job of QMED Any Rating, QMED Electrician, Chief Electrician, Second Electrician, Chief, 1st, 2nd, and 3rd Reefer Engineer, Engine Utility Reefer Maintenance, Electrician/Reefer Maintenance, and Unlicensed Jr. Engineer for a passenger or other vessel requiring a Universal Certificate will be given to those seamen possessing a valid Universal Type EPA Refrigeration Technician Certification card. Such card must be shown to the Union Port Agent or his designee at the time a seaman is clearing the hall to ship.

(f) Within each class of seniority, priority for the job of QMED Day Worker on diesel vessels shall be given to those seamen possessing a QMED Class I endorsement from the Seafarers Harry Lundeberg School of Seamanship. If there are no qualified seamen available to meet this requirement, the job will be filled pursuant to the procedures provided by these Shipping Rules.

Within each class of seniority rating in the Engine Department, priority for the job of a QMED Electrician and/or Chief Electrician dispatched to a Waterman Lash vessel shall be given to those seamen having at least twelve (12) months seatime in the capacity of QMED Electrician and/or Chief Electrician on Waterman Lash vessels covered by these Rules.

Within each class of seniority rating in the Engine Department, priority for the job of Engine Maintenance/Electrician Relief shall be given to those seaman possessing a certificate of satisfactory completion of the advanced course of training by the Seafarer's Harry Lundeberg School of Seamanship for the Marine Electrical Maintenance, and Refrigeration Container Advancement Maintenance Specialty Courses in the event such training is being offered.

In the event no seaman with these qualifications is available the job will be filled pursuant to the procedures provided by these Shipping Rules.

(6.) Except as specifically provide for in these Rules within each class of seniority rating in the Steward Department, priority for the jobs of Steward and Third Cook shall be given to the seamen who possess a certificate of recertification in their rating from the Steward Department Recertification Program and that the Steward is registered in Group I-S Steward Department and the Third Cook is registered in Group II, Steward Department.

If the local Hiring Hall cannot provide a Recertified Steward to fill a vacancy and a Recertified Steward is employed aboard in the Steward Department in a rated capacity he may be promoted and Manpower shall fill the vacancy created by such promotion.

If two or more Recertified Stewards are employed aboard the vessel, the most senior man may be promoted.

If there are no such Recertified Stewards available, priority for the job as Steward shall be given to those seamen who have actual seetime of at least thirty-six (36) months in the Steward Department in a rating above that of Third Cook, or who have actual seetime of at least twelve (12) months as Steward, in all cases aboard vessels covered by these Rules.

Chief Stewards, Steward/Bakers and/or Steward Cooks who were on the preferential list for employment in such capacity aboard vessels owned or operated by American Ship Management, LLC., and Matson Navigation Company as of June 16, 1984, shall remain on the preferential list unit until such time as they have satisfactorily completed the Steward Recertification Program. Failure to report when called and satisfactorily complete the Steward Recertification Program shall be cause to terminate the preferential status with American Ship Management, LLC., and Matson Navigation Company.

Within each class of seniority in the Steward Department, priority for the job of Chief Cook or Cook and Baker shall be given to those seamen who possess an advanced certificate of certification in such ratings from the Seafarers Harry Lundeberg School of Seamanship, in the event such program is being offered and that the seaman is registered in Group I, Steward Department.

If no one with an advanced certificate is available, then priority for the job of Chief Cook or Cook and Baker shall be given to those seamen who possess a certificate of certification in such ratings from the Seafarers Harry Lundeberg School of Seamanship, in the event such program is being offered and that the seaman is registered in Group I, Steward Department.

Seamen who have successfully completed the Recertification Program for Stewards shall be deemed in compliance with this provision, provided they are registered in Group I, Steward Department.

(7.) Within each class of seniority rating in every Department, priority for entry rating jobs shall be given to all seamen who possess Lifeboatman endorsement by the United States Coast Guard. The Seafarers Appeals Board may waive the preceding sentence when, in the sole judgment of the Board, undue hardship will result or extenuating circumstances warrant such waiver.

(8.) In the event an applicant for the Steward Department Recertification Program or the Deck Department Recertification Program for Boatswains is employed in any unlicensed job aboard a vessel covered by these Rules at the time he is called to attend such program, such applicant, after successful completion of the program, shall have the right to rejoin his vessel in the same job upon its first arrival in a port of payoff within the continental limits of the United States.

(9.) A seaman who registers to ship pursuant to these Rules within two (2) business days following his discharge as an in-patient from an accredited hospital, and who produces official written evidence of such confinement, shall be issued a shipping registration card dated either thirty (30) days earlier than the actual date of registration if such confinement lasted at least thirty (30) days, or if it lasted less than thirty (30) days, with the date such confinement commenced.

(10.) All seamen seeking employment aboard LNG vessels must possess a certificate verifying satisfactory completion of the LNG program conducted at the Seafarers Harry Lundeberg School of Seamanship for the department in which the seaman normally ships.

Prior experience aboard LNG vessels will be given consideration in determining the suitability for employment.

Seamen permanently employed aboard LNG vessels must possess a certificate of completion from the LNG Recertification course offered at the Seafarers Harry Lundeberg School of Seamanship. Such certificate must be obtained from the school within two (2) years of the effective date of the new agreement or within two (2) years if a new employee receives a permanent assignment in the LNG rotation. Failure, except for good cause, to obtain the certificate will result in forfeiture of the seaman's assignment in the rotation.

All seamen having permanent status aboard LNG carriers shall not compete for employment aboard any other contracted vessel during their relief period. Failure to comply with this provision will terminate permanent status.

(11.) All Seaman seeking employment aboard contracted tankers, tank vessels and/or barges, as specified within the meaning of the United States Coast Benzene Regulations, must possess a current Benzene clearance on their Seafarers Health and Benefits Plan clinic card and a valid Seafarers Health and Benefits Plan Benzene Certificate.

(12.) All seamen Employed aboard all vessels covered by these Rules must be certified to be in compliance with any regulation applicable to U.S. unlicensed seaman as a result of International treaties or U.S. Coast Guard regulations.

(13.) In order to verify compliance with Rule 5.A. (12) all seamen will be issued a Training Record Book (TRB). Each unlicensed seaman shall, upon reporting to the vessel, submit the TRB to the Master for the duration of the voyage at which time it will be returned to the seaman with any appropriate entries recorded.

(14.) Trip Reliefs, Permanent Ratings

Anything contained in these Rules to the contrary notwithstanding, the following, shall be applicable:

(a) The following specified ratings enumerated in this subsection (a), possessing Class "A" seniority, upon completing a tour of duty aboard a specified vessel of no less, or as close to, seventy-five (75) days and no more, or as close to, one hundred twenty (120) days, shall be designated as having permanent status for such vessel and shall request a relief of no less, or as close to, forty-five (45) days and no more, or as close to, sixty (60) days depending on the vessel's schedule of operations, upon the vessel's arrival at a port in the Continental United States or Puerto Rico or other mutually agreed to port. Subsequent tours aboard the vessel for permanent personnel shall be between seventy-five (75) and one hundred twenty (120) days duration as agreed by the seaman and the company at time of their sign-on for each tour. Transportation expenses for the seaman requesting a relief and the seaman providing a relief shall be borne by the Company.

All requests for reliefs shall be so designated when referred by the Company to the Manpower Pool Coordinator and shall be shipped pursuant to the Rules prescribed herein.

During the period of employment, Qualified Unlicensed Personnel may request an emergency relief for forty-five (45) days as dictated by the vessel's operational necessities. The seaman's period of employment shall not be reduced by the number of days taken for emergency relief. Transportation expenses, if any, for the seaman providing the relief shall be borne by the Company. Trip reliefs shall be provided only if a relief is available. Seamen who leave a vessel without a proper relief shall forfeit their reclaim rights. All seamen returning to their ship after the emergency relief period must notify the hiring hall of their scheduled return. Seaman providing reliefs shall be permitted to remain aboard the vessel when the seaman on time off extend their relief.

Permanent ratings as specified below shall have the right to one emergency relief period in any twelve (12) month period. Seamen shipped as emergency relief shall be designated as "Emergency Reliefs."

Deck Department	Engine Department	Steward Department
Recertified Boatswain AB/Splicer Joiner	Chief Pumpman Chief J.E. Pumpman J.E. Pumpman	Recertified Steward Recertified Steward/Baker Recertified Steward/Cook

2nd J.E. Pumpman/Engine Maint.
 2nd J.E. Pumpman
 QMED Class 1 Pumpman
 QMED/J.E. Pumpman
 Chief Electrician
 QMED Class 1
 QMED/Electrician Relief
 QMED Convyorman
 Electrician
 Crane Maintenance Electrician
 J.E. Electrician
 2nd Electrician
 Reefer Engineer
 QMED/Plumber/Machinist
 Marine Electronics Technician
 2nd Pumpman/Engine Mtce.
 Engine Maintenance
 Engine Maintenance/Electric. Relief
 Engine Maintenance Conveyorman
 FOWT/Conveyorman
 General Utility/Engine Conveyorman

Chief Pumpmen, Chief Electricians, Crane Maintenance Electricians and Reefer Engineers, who do not possess a certificate from the Seafarers Harry Lundeberg School of Seamanship verifying that they have satisfactorily completed the specialty course for their specific rating, shall lose their permanent status if such specialty course is not satisfactorily completed by June 15, 1999; or such ratings may submit verification of employment in their specific capacity to the Director of Vocational Training at the Seafarers Harry Lundeberg School of Seamanship for evaluation. If in the opinion of the Director, prior experience indicates the specialty course is unnecessary, the requirement will be waived and an appropriate certificate issued.

Seamen, who by the aforementioned requirement are unable to return to their vessel at the completion of their allotted two (2) month time off period in order to satisfactorily complete the required upgrading program, shall be considered in compliance by returning to their vessel as soon as possible after having satisfactorily completed the required course. By mutual agreement, the Union and the Employer may modify the seaman's tour of duty when assigned to a training program that conflicts with the vessel's operational schedule.

(b) If a vessel lays up, the four (4) month employment period shall include employment time prior to the period of lay-up and after the vessel is reactivated.

(c) If a vessel lays up during the period that a relief is provided, the seaman providing the relief shall have the option of completing the relief period when the vessel is reactivated. If the remaining relief period is not accepted by a relief, the seaman who was being relieved must rejoin the vessel in order to maintain his permanent status.

(d) Trip reliefs shall be provided only when a replacement is available. Seamen who leave a vessel without proper relief waive their right to rejoin the vessel pursuant to the trip off provisions.

(e) Every effort will be made by the seaman rejoining the vessel to do so at the same port where the relief was provided.

(f) Permanent ratings being relieved must register at a port in the Continental United States, Hawaii, Guam or Puerto Rico, within forty-eight (48) hours after being relieved, excluding Saturdays, Sundays and Holidays. On vessels remaining outside the Continental United States in excess of

six (6) months, as on shuttle vessels, relief shall be provided at a port mutually agreed to by the Union and the Employer. In such cases, the seaman being relieved shall register at his home port.

(g) Seamen who register after being relieved cannot compete for other jobs referred to the hiring hall. If they compete for other jobs, they waive any right to rejoin the vessel on which they were relieved, unless doing so at the behest of the Union. Failure to return to the vessel from which they were relieved will result in the forfeiture of said registration card except in those cases beyond the seaman's control such as sale, lay-up or scrap of the vessel.

(h) Seamen shipped for relief trips shall be designated as "Temporary Relief" by the Dispatcher. Seamen accepting trip reliefs will not lose their registration cards if the ninety (90) day period of registration has not expired at the completion of the relief trip.

(i) Except as specifically provided for in these Shipping Rules, relief trips shall not exceed the time period specifically provided for herein for the relieving seaman.

(j) Seamen requesting reliefs must advise the Ship's Master, Ship's Chairman, and departmental delegate of such intent seventy-two (72) hours prior to the vessel's arrival in port. On vessels scheduled to arrive on a weekend, such notice must be provided no later than Thursday noon preceding the vessel's arrival.

(k) The Union and the Contractual Employers shall coordinate the dispatching of trip reliefs to avoid duplication of pay. If not possible, the following procedure shall be implemented.

In American domestic ports, a seaman's pay shall start as of the day in which he reports for work aboard the vessel, unless the seaman he is replacing is being paid for the same day. In such event, both shall be paid for the day but contributions for fringe benefits shall be paid only to the departing man.

(l) It is the responsibility of the seaman being replaced to maintain contact with the Port Agent at the port registered relative to his return to the vessel. He must return to the vessel at the completion of his relief by reclaiming his job from the hall shipping board no later 72 hours prior to the vessel's arrival in port. If the relief period ends and the ship is at a port other than at the port where the seaman was relieved, he shall be cleared for reshipment at the port where registered. When such jobs are reclaimed, the Dispatcher shall provide the Port Agent where the vessel is located and the Manpower Office the following information:

Name, rating, social security number, registration card number and seniority classification of the permanent rating.

On vessels arriving on a weekend, jobs must be reclaimed by the permanent rating no later than the Friday preceding the vessel's arrival in port. If Friday is a recognized Holiday in the port where registered, the job must be reclaimed on the preceding Thursday. Seamen failing to comply with the reship procedures shall forfeit their right of reclaim and shall register pursuant to the provisions specified in Rule 2, Shipping Procedure.

(m) If a seaman fails to comply with the provisions of "(l)" above, the job involved shall be shipped in accordance with the provisions of Rule 2, Shipping Procedure.

(n) A permanent rating leaving a vessel for medical reasons shall be qualified under the Rules to rejoin the same vessel after he has acquired a "Fit for Duty Status," provided that he registers for employment within forty-eight (48) hours, excluding Saturdays, Sundays, and Holidays, after receiving his "Fit for Duty". Time off pursuant to this provision shall not be less than fifteen (15) days nor exceed one hundred twenty (120) days.

The sixty (60) day relief period provided for in Rule 2.G.(2.) and Rule 5.A.(14.)(a) may be extended for medical reasons according to the above.

(o) Transportation will be paid by the Company to the relief and the seaman being relieved.

(p) All Port Agents shall maintain a detailed record of all vessels and personnel involved in the aforementioned procedures.

(q) If a permanent rating leaves a vessel in accordance with the procedures prescribed above and the vessel lays up while he is being relieved and the period of lay-up exceeds the ninety (90) day registration period, he is still qualified to return to the job when the vessel is reactivated provided he did not compete for other employment during his registration period.

(r) Tanker Employment

(1) All seamen qualified pursuant to Rule 5.A (12)& (13), employed aboard Tanker Class Vessels above the entry level, excluding such ratings as specified in Rule 5.A.(14.), (a), and who possess Class "A" employment seniority shall be permitted to remain aboard a specific vessel for a period not to exceed forty-eight (48) months, subject to the vessel's operational necessity.

(2) During the specific period of employment their tours of duty shall be scheduled at approximately a two-to-one employment ratio with time on of no less, or as close to seventy-five (75) days and no more, or as close to one hundred twenty (120) days of employment between periods of time off of no less, or as close to forty-five (45) days and no more, or as close to sixty (60) days of time off. Work schedules may be modified subject to the vessel's operational necessities, and as mutually agreed to between the Union and the Company. Transportation expenses for the seaman requesting a relief and the seaman providing a relief shall be borne by the Company.

(3) Scheduled time off may be extended by mutual agreement but in no case, except as provided within these Rules in Rule 5.A. (14)(a) and 5.A. (14)(n), shall this extension exceed thirty (30) days.

(4) Seamen possessing Class "B" employment seniority employed above the Entry Level aboard tanker class vessels in the domestic trades upon mutual consent may request a relief of forty-five (45) days upon completion of no less than ninety (90) days employment.

(5) Seamen possessing Class "B" employment seniority employed above the entry level aboard tanker class vessels in the foreign to foreign trade, may request to be repatriated with the payment of transportation upon completion of one hundred twenty (120) days of employment. It is understood that Exercise of this option terminates the employment provided by their initial assignment.

(6) The registration provisions applicable to the permanent ratings specified in Rule 5.A. (14.) (a) above shall also be applicable to seamen specified in this subsection (r).

(s) (1) On Tankers employing two (2) pumpmen, tours of duty shall be established to provide as equal employment time as possible for the pumpmen subject to the vessel's operational necessities.

(2) Seamen with Class "A" seniority rating shall be eligible to maintain permanent status as QMED or Chief Pumpman and Second Pumpman.

(3) Seamen with Class "B" seniority rating shall be eligible to maintain trip tour rotations as Second Pumpman Engine Maintenance.

(4) The 120 day requirement for establishing permanency or trip tour rotation shall be waived for those seamen employed as Pumpman.

(5) Seamen employed as Second Pumpman Engine Maintenance shall be eligible to relieve the QMED or Chief Pumpman for periods of vacation or emergency reliefs, and a

replacement Second Pumpman Engine Maintenance shall be dispatched pursuant to the regular Shipping Rules contained herein.

(6) Seamen with Class "A" and "B" seniority dispatched as a relief Second Pumpman Engine Maintenance shall be eligible to maintain the tour of duty rotation.

(7) A seaman with Class "A" seniority employed as the permanent Second Pumpman Engine Maintenance shall have first preference in filling a permanent vacancy in the QMED or Chief Pumpman position for the vessel on which he has been employed.

(t) Freightship Employment

(1) All seamen above the entry level possessing Class "A" seniority, excluding those designated as permanent ratings in Rule 5.A. (14)(a), employed aboard dry cargo vessels shall be permitted to remain aboard a specific vessel for a period not to exceed twelve (12) months.

(2) During the specific period of employment their tours of duty shall be scheduled at approximately a two-to-one employment ratio with time on of no less, or as close to seventy-five (75) days and no more, or as close to one hundred twenty (120) days of employment between periods of time off of no less, or as close to forty-five (45) days and no more, or as close to sixty days (60) of time off. Work schedules may be modified subject to the vessel's operational necessities, and as mutually agreed to between the Union and the Company. Transportation expenses for the seaman requesting a relief and the seaman providing a relief shall be borne by the Company.

(3) Scheduled time off may be extended by mutual agreement but in no case, except as provided within these Rules in Rule 5.A.(14)(a) and 5.A. (14)(n), shall this extension exceed thirty (30) days.

(4) Seamen possessing Class "B" employment seniority employed above the Entry Level may request a relief of forty-five (45) days upon completion of no less than ninety (90) days of employment. Such relief will only be provided in a domestic port and subject to the vessels operational necessities. Transportation if any shall be borne by the seaman requesting and the seaman providing relief.

(5) Seamen possessing Class "B" employment seniority employed above the entry level aboard vessels in the foreign to foreign trade, may request to be repatriated with the payment of transportation upon completion of one hundred twenty (120) days of employment. It is understood that exercise of this option terminates the employment provided by their initial assignment.

(6) The registration provisions applicable to the permanent ratings specified in Rule 5.A. (14)(a) above shall also be applicable to seamen specified in this subsection (t).

(u) (1) On diesel vessels employing a QMED/Electrician and a QMED /Electrician Relief, tours of duty shall be established to provide as equal employment time as possible subject to the vessel's operational necessities. It is the intent that the QMED/Electrician Relief's time on board shall coincide as close as is practicable to the QMED/Electrician's vacation time ashore.

(2) Qualified seaman with A seniority rating shall be eligible to maintain permanent status as QMED Electrician and QMED/Electrician Relief.

(3) Qualified seaman employed as QMED/Electrician Relief shall be eligible to relieve the QMED Electrician for periods of vacation and emergency relief and a replacement QMED/Electrician Relief shall be dispatched pursuant to the Shipping Rules. Time spent in relief of the QMED Electrician shall be counted as time spent on the original assignment. Upon the return of QMED Electrician the QMED/Electrician Relief shall be entitled to complete any additional time remaining on his original assignment.

(4) Seaman with Class A Seniority rating employed as the permanent QMED/Electrician relief shall have first preference in filling a permanent vacancy in the QMED Electrician position for the vessel on which he is employed.

(5) On Diesel vessels with a QMED/Electrician Relief billet, each ship will have the option of ordering for that billet either a QMED or a QMED/Electrician Relief based on the ship's operating needs.

(v) (1) On Steam vessels employing a Chief Electrician and an Engine Maintenance/Electrician Relief tours of duty shall be established to provide as equal employment time as possible subject to the vessel's operational necessities. It is the intent that the Engine Maintenance/Electrician Relief's time on board should coincide as close as is practicable to the Chief Electrician's vacation time ashore.

(2) Qualified seaman with A seniority rating shall be eligible to maintain permanent status as Chief Electrician and Engine Maintenance /Electrician Relief.

(3) Qualified seaman employed as Engine Maintenance/Electrician Relief shall be eligible to relieve the Chief Electrician for periods of vacation and emergency relief and a replacement Engine Maintenance Electrician Relief shall be dispatched pursuant to the Shipping Rules. Time spent in relief of the Chief electrician shall be counted as time spent on the original assignment. Upon the return of the Chief Electrician the Engine Maintenance/ Electrician Relief shall be entitled to complete any additional time remaining on his original assignment.

(4) On Steam vessels with an Engine Maintenance/Electrician Relief billet, each ship will have the option of ordering for that billet either a Engine Maintenance or an Engine Maintenance/Electrician Relief based on the ship's operating needs.

(5) Seaman with Class A seniority rating employed as the permanent Engine Maintenance/Electrician Relief shall have first preference in filling a permanent vacancy in the Chief Electrician position for the vessel on which he is employed.

(w) It will be incumbent upon the Company, when ordering replacements, to notify the Manpower Pool Coordinator when seamen are leaving and rejoining their vessels pursuant to Rule 5.A.(14.).

(x) Great Lakes Employment

(1) Within each class of seniority rating in the Engine Department, priority for the job of QMED Any Rating/Conveyorman, QMED/Conveyorman, FOWT/Conveyorman, QMED Any Rating/Gateman, QMED/Gateman and FOWT/Gateman will be given to those seamen possessing a valid Gateman or Conveyorman discharge. Such discharge must be shown to the Union Port Agent or his designee at the time a seaman is clearing the hall to ship.

The Company reserves the right to assign and select permanent Conveyormen without regard to seniority from either its own ranks or from the registration list provided such individuals have "A" or "B" seniority, pursuant to Rule 1 herein and are seafarers members in good standing.

(2) When the following temporary relief jobs are opened on any Great Lakes vessel, a qualified man from a lower rating may fill the temporary vacancy, subject to other rules contained herein. The Company will have the right to temporarily upgrade a seaman, provided notification is given to the Union, thus any qualified AB Watchman to Wheelsman, only aboard their respective vessels and only for a temporary position. Also, any qualified QMED/Gateman or FOWT/Gateman will be allowed to temporarily upgrade to QMED/Assistant Conveyorman, FOWT/Assistant Conveyorman, QMED Conveyorman or FOWT/Conveyorman, only aboard his respective vessel and only for a temporary position. There will be no other shipboard promotions.

6. Standby and Port Relief Jobs

A. Priority for standby and port relief jobs shall be determined according to the provisions of Rule 2.C.(3.), except that a seaman who has had standby or port relief jobs during the period of his shipping registration card's validity shall not have priority for such jobs over seamen of the same class of seniority rating who have had a lesser number of standby or port relief jobs during the period of their shipping cards' validity. In determining priorities, standby jobs and port relief jobs are to be considered as separate and distinct, one from the other.

B. After the termination of standby or port relief employment, the seaman involved shall receive back his original shipping registration card, unless the same has expired in the interim period.

C. A seaman on a standby or relief job pursuant to these Rules shall not take a regular job aboard any vessel until his standby or port relief job terminates, he returns to the hiring hall, and he secures such regular job pursuant to the provisions of Rule 2 hereof.

D. A seaman employed pursuant to these Rules on a regular job who requires time off and secures permission shall notify the nearest Union hiring hall, and a relief man shall be dispatched. No relief man shall be furnished for less than four (4) hours nor more than three (3) days work. The seaman shall pay his relief man for the number of hours worked at the overtime rate applicable to the job Monday through Friday. On Saturdays, Sundays and Holidays, he shall pay his relief at the applicable overtime rate. Relief men shall be requested only when required by the head of the department involved aboard the subject vessel.

E. A seaman employed pursuant to these Rules who has been called to attend the Steward or Deck Department Recertification program may be temporarily replaced by a relief man for the duration of the program in accordance with Rule 5.A.(8.). In the event such seaman is not replaced by a relief man but terminates his job instead, the job will be dispatched in accordance with the normal shipping procedures under Rule 2.

F. Rule 6 and all its subsections shall be inapplicable to the provisions of Rule 5.A.(14.).

7. Seafarers Appeals Board

A. The Seafarers Appeals Board shall have sole and exclusive authority to administer these Rules and to hear and determine any matter, controversy or appeal arising there under, or relating to the application thereof.

The Seafarers Appeals Board, shall have the power to reduce from time to time, but not the power to increase, the requirements for seniority ratings set forth herein; and if such power is exercised, the Board shall arrange for effective publication of such decision. The Seafarers Appeals Board shall, subject to applicable law, also add newly contracted companies as employers subject to Collective Bargaining Agreements and shall promulgate Shipping Rules, including reasonable disciplinary, administrative and procedural rules and regulations, to govern employment operations of hiring halls and the seniority and referral to jobs of all Unlicensed Personnel under and pursuant to the Collective Bargaining Agreements. Such Shipping Rules may, among other procedures, provide for rotary shipping within classes; shall provide for full seniority credit for employment by, or election to any office or job in, or any employment taken at the behest of the Union (which seniority credit is hereby granted); and may include reasonable, non-discriminatory preferences to be accorded to Unlicensed Personnel, as well as provisions for total seniority credit to be granted in the Board's reasonable discretion, in cases other than those set forth herein where a seaman's shipping employment has been interrupted by circumstances beyond his control and where denial of such seniority credit would work an undue hardship.

B. The Seafarers Appeals Board shall have four (4) members, two (2) appointed by the Union and two (2) appointed by the committee representing the majority of contracted Employers for purposes of negotiations with the Union, commonly known as the Management Negotiating Committee.

Each party shall also appoint two (2) alternates for the members so appointed to serve in the absence of such members.

C. The quorum for any action by the Seafarers Appeals Board shall be at least one (1) member appointed by each party. At any meeting of the Seafarers Appeals Board the members appointed by each party shall collectively cast an equal number of votes regardless of the actual number of members present and voting. Except as otherwise provided herein, decisions of the Seafarers Appeals Board shall be unanimous. In the event of a tie vote, the Board shall elect an impartial person to resolve the deadlocked issue. In the event the Board is unable to agree on such an impartial person, the matter shall be submitted to final and binding arbitration in New York City pursuant to the voluntary Labor Arbitration Rules then in effect of the American Arbitration Association.

D. Any person or party subject to or aggrieved by the application of these Rules shall have the right to submit any matter arising under these Rules to the Seafarers Appeals Board for determination. Such submission shall be in writing, shall set forth the facts in sufficient detail to identify the matter at issue, and shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 5201 Auth Way, Camp Springs, Maryland 20746. An applicant desiring to be heard in person before the Board shall request the same in his written application. In such event, the applicant shall be notified at least two (2) weeks prior to the Board's next regular meeting of the date and location of such meeting, and the applicant may attend such meeting at his own expense and be heard.

E. All applications to the Seafarers Appeals Board shall be ruled on initially by the Chairman, subject to confirmation or overruling by the Board at its next meeting. Prior to the Board's action, however, the Chairman may initiate such administrative steps as he deems necessary to implement his preliminary determination.

F. The Board shall meet no less than quarterly and shall establish such reasonable procedures, consistent with these Rules, as it deems necessary. Meetings of the Board may be either in person or in writing. Meetings in writing shall be signed by all members of the Board.

8. Discipline

A. Although under no indemnity obligation of any sort, the Union will not be required to ship persons who, by their behavior in the course of employment aboard contracted vessels, during programs of the Seafarers Harry Lundeberg School of Seamanship and at hiring halls subject to these Shipping Rules, demonstrate that their presence aboard contracted vessels may prevent safe and efficient operation of such vessels or create a danger or threat of liability, injury or harm to such vessels and their crews. Persons not required to be shipped shall include without limitation those guilty of any of the following:

- (1.) Drunkenness or use of alcohol.
- (2.) Use, possession or sale of narcotics or controlled substances.
- (3.) Use or possession of dangerous weapons or substances.
- (4.) Physical assault.
- (5.) Malicious destruction of property.
- (6.) Gross misconduct.
- (7.) Neglect of duties and responsibilities.
- (8.) Deliberate interference with the efficient operation of vessels, of the Seafarers Harry Lundeberg School of Seamanship, or of hiring halls subject to these Rules.
- (9.) Deliberate failure or refusal to join vessels.

(10.) Any act or practice which creates a menace or nuisance to the health or safety of others.

(11.) Failure, except for good cause shown, to join any vessel operated by a contracted Employer, or who after joining the vessel, fails to remain aboard for the contractual tour where said assignment is the initial one after the seaman may have had specialized training which involves expense to the contracted Employer directly attributable to the seaman such as transportation, subsistence, lodging, toll calls and the like.

(12.) Except for good cause shown, any consecutive twenty-four (24) month period when a seaman has three (3) incomplete job assignments as indicated on the dispatch card.

(13.) If a seaman has been discharged for cause and received final findings of guilt more than two times under Rule(s) 8 A. 1, 2, 3, 4 or 5, such seamen shall have his shipping rights permanently revoked.

Similarly, if a seaman receives a final finding of guilt one time, under Rule(s) 8 A. 1, 2, 3, 4 or 5, they shall be banned from working with the charging company for a period of two (2) years.

B. No seaman shall suffer any temporary or permanent loss of shipping rights under Rule 8.A. hereof, except pursuant to the following procedures:

(1.) The Union, a contracted Employer, or the Seafarers Harry Lundeberg School of Seamanship shall initiate a proceeding under this Rule 8 by filing a written complaint with the Chairman of the Seafarers Appeals Board and mailing a copy thereof to the subject seaman. The Chairman shall thereupon name a committee of two (2) persons, one (1) representing the Union and (1) representing management, to hear and determine the complaint. The Company is to be notified by the Union when a proceeding under this Rule 8 is scheduled. They shall be allowed to participate in person or by teleconference.

(2.) The Hearing Committee shall prepare a written specification of charges and notice of hearing, which shall be sent to the complaining party and to the subject seaman by certified mail, addressed to his last known residence. Such notice shall provide at least two (2) weeks time for the seaman to prepare his defense and shall give the seaman up to one (1) week before the hearing date to request a change of date or location of such hearing. The hearing committee shall initially locate the hearing at the Union hiring hall closest to the subject seaman's last known residence. Pending the hearing, the seaman may register and ship in accord with these Rules and in his current seniority, except that the charged seaman shall not be permitted to ship to the charging company's vessels until the hearing has been concluded.

All efforts will be made by the Board for hearings conducted under this section to be completed within forty-five (45) days from the date of filing charges.

(3.) The hearing shall proceed as scheduled, whether or not the accused seaman is present. The hearing committee shall give the charging and charged parties full opportunity to present their evidence either in person or in writing. No formal rules of evidence shall apply, but the committee shall accept all relevant evidence and give the same such weight as the committee alone may deem appropriate. The hearing may be held in person or by telephone. When the hearing is held in person, individuals may participate by telephone.

(4.) The hearing committee shall render and announce its decision on the day of the hearing, as soon as possible after the completion thereof. A decision upholding the complaint shall be unanimous. The committee shall reduce its decision to writing, sign the same, and send copies thereof to the Seafarers Appeals Board, to the complaining party, and to the accused seaman by certified mail, return receipt requested.

(5.) The seaman or the complaining party, if they participated in the hearing, may appeal all or any aspect of the hearing committee's decision to the Seafarers Appeals Board. Such appeal shall be in writing and shall set forth the basis for the appeal in sufficient detail to be understood. The seaman shall send his appeal by certified mail, return receipt requested, to the Seafarers Appeals Board, 5201 Auth Way,

Camp Springs, Maryland 20746, within ten (10) days following the decision, except that the Board may extend the time for filing an appeal for good cause shown.

(6.) The Seafarers Appeals Board shall hear all appeals arising under this Rule 8 at its next regular meeting after receipt thereof, provided the appeal has been received in sufficient time for the Board to give at least five (5) days written notice to the seaman of the time and place of the meeting at which his appeal will be considered.

(7.) The Seafarers Appeals Board's decision on the appeal shall be in writing, and copies shall be sent to the complaining party and the seaman by certified mail, return receipt requested. A copy of the decision shall also be sent to the American Maritime Association for distribution to its members. The Board may increase or otherwise modify the original decision. Pending hearing and determination of the appeal, the decision of the hearing committee shall be in full force and effect.

(8.) A final appeal shall be allowed by the involved seaman from the decision of the Board to the Impartial Umpire designated pursuant to Rule 8.C. hereof. Such appeal shall be in writing and shall set forth the basis of the appeal in sufficient detail to be understood. Such appeal shall be sent by certified mail, return receipt requested, to the Seafarers Appeals Board, 5201 Auth Way, Camp Springs, Maryland 20746, within ten (10) days following receipt of the Seafarers Appeals Board's decision. The Board shall forward all such appeals to the Impartial Umpire, who shall set the time and place of hearing of the appeal in Camp Springs, Maryland, within thirty (30) days following receipt of the appeal and shall notify all parties in writing. The Impartial Umpire may reasonably extend any time limit provided in this paragraph upon good cause shown. The Impartial Umpire shall render his decision in writing and shall cause copies to be mailed to all parties by certified mail, return receipt requested. The decision of the Impartial Umpire shall be final and binding and may be reduced to judgment by any party.

The Seafarers Appeals Board shall notify the Great Lakes Appeals Board and the Inland Appeals Board of the decisions of the Impartial Umpire and of decisions of the designated Hearing Committees not timely appealed as prescribed in Rule 8.B.(5.) and 8.B.(8.).

The Seafarers Appeals Board and the Impartial Umpire may consider actions of affiliated Boards when rendering decisions as to appropriate penalties to be imposed.

C. The Impartial Umpire provided for in the preceding paragraph shall be a permanent arbitrator appointed by and to serve at the pleasure of the Seafarers Appeals Board. In the event the Board is unable to agree upon an Impartial Umpire, for each appeal arising under Rule 8.B.(8.) hereof, the Seafarers Appeals Board shall request the chief executive officer of any Federal, State or City government agency maintaining lists of impartial arbitrators to designate an Arbitrator to hear and determine such appeal.

D. Nothing in this Rule 8 shall be construed to prevent the Union from appearing by its properly designated representatives at any stage of the proceeding.

9. Amendments

The Seafarers Appeals Board may amend these Shipping Rules at any time and in any manner consistent with the requirements of applicable law and of outstanding Collective Bargaining Agreements between the parties.

10. Special or Emergency Provisions

A. During any period of emergency, unlicensed seamen possessing Class "B" or "C" seniority, who are in the Entry Rating Department and who have adequate seetime to make application for endorsement in Group II rating or ratings in the Deck or Engine Department and Group II ratings in the Steward Department, shall not be registered for shipping unless they make application for and expeditiously comply with the requisite rules to secure such Group II endorsement or endorsements in the Deck and Engine Departments and Group II ratings in the Steward Department in accordance with the training programs instituted at the Seafarers Harry Lundeberg School of Seamanship. All such unlicensed seamen in

lieu of such registration, and provided they comply with the foregoing shall upon completion of such requirements be deemed then registered as of the date of their appearance in the Group in which they thereafter have been found qualified. All such Unlicensed Personnel presently registered shall also be subject to the foregoing Rule, with the date of registration as presently in effect in the Group in which they thereafter have been found qualified.

Any such unlicensed seamen may apply in writing to the Seafarers Appeals Board in connection with any dispute as to his period of seetime for exemption from this rule set forth above on the grounds of hardship or physical disability and may, if he requests in writing, appear before the Seafarers Appeals Board. The decision of the Seafarers Appeals Board shall be in writing and sent to the person involved and to the Union hiring hall.

During any period of emergency, veterans honorably discharged from the Armed Forces of the United States, who by their service record are qualified to make application for endorsement in Group II rating or ratings in the Deck or Engine Departments or ratings in the Steward Department above Third Cook, may apply for the prescribed training program at the Seafarers Harry Lundeberg School of Seamanship to obtain such rating or ratings. Seaman possessing class "CV" seniority upon attaining one hundred eighty (180) days of employment aboard contracted vessels within twenty-four (24) months.

The Seafarers Appeals Board shall determine the period of any emergency or when this amendment is no longer necessary. In either event, upon such determination, the Seafarers Appeals Board shall then take appropriate action in writing.

B. During any period of emergency as determined by the Seafarers Appeals Board in accordance with Rule 10.A., Rule 2.J. may be suspended with respect to entry ratings only for the period of such emergency or until the suspension of the Rule is no longer necessary as determined by the Seafarers Appeals Board.

C. (1.) The Seafarers Appeals Board may, for good cause shown, at its discretion and in accord with its authority under Article I ("Employment") Section 8, of the Collective Bargaining Agreements between the parties and in accord with the several factors set forth below, upgrade to Class "A" seniority rating such Unlicensed Personnel possessing Class "B" seniority rating whom the Board deems qualified for the same.

The factors to be utilized in determining whether an applicant shall be so upgraded are as follows:

(a) Endorsement from the United States Coast Guard as a Lifeboatman in the United States Merchant Marine.

(b) Possession of a certificate of satisfactory completion of the Seafarers Harry Lundeberg School of Seamanship Entry Rating training program and has a minimum of twelve (12) months of seetime with any of the companies signatory to the Collective Bargaining Agreements; or

Possession of certificate of satisfactory completion of the advanced course of training then being offered by the Seafarers Harry Lundeberg School of Seamanship for the department in which such seaman regularly ships and has a minimum of thirty-six (36) months of seetime with any of the companies signatory to the Collective Bargaining Agreements; or

Possession of "A" or "B" seniority classification under the Shipping Rules in effect between the Union and the P.M.A. and has a minimum of thirty-six (36) months seetime with any of the Companies who are or were members of the Pacific Maritime Association, and has participated in the training programs conducted at the Stewards Training & Recreation facility at Santa Rosa, California.

(c) Possession of special skills and aptitudes.

(d) Employment record.

(e) Satisfactory completion of the course of training offered by the School of Marine Engineering, Beneficial Association and/or others in connection therewith.

Factor (b) may be waived by the Seafarers Appeals Board in those cases where undue hardship will result.

(2.) The Seafarers Appeals Board shall upgrade applicants pursuant to this Rule 10.C. for a period of time not to exceed six (6) months, at which time it shall terminate such upgrading and shall publicize such termination in the Union's hiring halls and in such other places as will give notice thereof thirty (30) days prior thereto. Thereafter, when it deems necessary, the Seafarers Appeals Board may reinstitute such upgrading program for additional periods of time not to exceed six (6) months duration and shall publicize the termination of same as required by the Collective Bargaining Agreement.

D. (1.) Seamen who have retired from the industry shall be permitted to compete for employment aboard contracted vessels designated by the Seafarers Appeals Board, provided they can pass the physical examination.

(2.) They shall be assigned Class "C" employment seniority and shall comply with all existing registration and shipping requirements as specified in Rule 2, Shipping Procedures, unless otherwise specified in the Collective Bargaining Agreement applicable to the vessel on which employed.

E. The Seafarers Appeals Board has the exclusive right to waive any and all provisions of the Rules contained herein in instances where a job vacancy is created by a dismissal and said dismissal is being challenged by the Union as being unjust. In those cases where the challenge is upheld, the Seafarers Appeals Board reserves the right to take whatever steps it deems necessary to provide the affected seaman with re-employment rights.

F. Notwithstanding anything contrary contained in these Rules, the provisions of the Shipping Rules herein shall be interpreted and/or amended as necessary in order to comply with the provisions of the Family Medical Leave Act as amended.



SEAFARERS INTERNATIONAL UNION

Atlantic, Gulf, Lakes and Inland Waters District/NMU, AFL-CIO